1	Douglas Pahl, OR Bar No. 950476 DPahl@perkinscoie.com		
2	PERKINS COIE LLP 1120 N.W. Couch Street, 10th Floor		
3	Portland, OR 97209-4128 Telephone: 503.727.2000 Facsimile: 503.727.2222		
5	Counsel for Plaintiff 15005 NW Cornell LLC		
6			
7			
8	UNITED STAT	ΓES BANKRUPTCY COURT	
9	FOR THE DISTRICT OF OREGON		
10	In re		
11		Poplementary Cose No. 10 21992 devib11	
12	15005 NW CORNELL LLC, and	Bankruptcy Case No. 19-31883-dwh11	
13	VAHAN M. DINIHANIAN, JR.		
14	Debtors. ¹	A L D N	
15	15005 NW CORNELL LLC, an Oregon limited liability corporation,	Adv. Proc. No	
16	Plaintiff,	COMPLAINT TO AVOID FRAUDULENT	
17	v.	TRANSFER PURSUANT TO 11 U.S.C. § 544(b) AND ORS 95.230-280	
18	TASHA TEHERANI-AMI, fka TASHA DINIHANIAN, an individual,	Prayer: Avoidance of Deed of Trust	
19	Defendant.		
20		•	
21	15005 NW Cornell LLC ("Plaintiff")), for its causes of action against Defendant states, claims,	
22	and alleges as follows:		
23			
24			
25	¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification		
26	number, are: 15005 NW Cornell LLC (5523) dwh11)).	and Vahan M. Dinihanian, Jr. (0871) (Case No. 19-31886	
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1	THE PARTIES
2	1.
3	Plaintiff is a manager-managed Oregon limited liability company. Plaintiff is 50% owned by
4	Eagle Holdings LLC and 50% owned by the Sonja Dinihanian GST Trust DTS 1/1/11. Vahan M.
5	Dinihanian, Jr. ("Dinihanian) is the Plaintiff's Manager, as provided in Plaintiff's Operating
6	Agreement.
7	2.
8	Plaintiff filed a voluntary petition under chapter 11 of the United States Bankruptcy Code on
9	May 21, 2019, in the United States Bankruptcy Court for the District of Oregon, entitled <i>In re 15005</i>
10	NW Cornell LLC, Case Number 19-31883-dwh11 (the "Chapter 11 Case").
11	3.
12	Tasha Teherani-Ami, formerly known as Tasha Dinihanian ("Defendant"), is a resident of the
13	State of Oregon and at all material times has resided in or around the City of Portland, State of Oregon.
14	JURISDICTION AND VENUE
15	4.
16	Pursuant to the provisions of 28 U.S.C. § 157(b)(1) and 28 U.S.C. § 157(b)(2)(H) and (O),
17	(a) this Court has jurisdiction over the subject matter of this adversary proceeding and (b) this matter is a
18	core proceeding.
19	5.
20	Venue is proper pursuant to the provisions of 28 U.S.C. § 1409(a).
21	FACTS
22	6.
23	On or about August 22, 2012, Defendant filed a petition for dissolution of her marriage to
24	Dinihanian in the Multnomah County Circuit Court, Case No. 1208-68730 (the "Divorce Proceeding").
25	
26	
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1	7.
2	Defendant and Dinihanian agreed to the entry of General Judgment of Dissolution of Marriage
3	(the "Judgment"), entered on the court's registry on March 22, 2016.
4	8.
5	The Judgment included an obligation on the part of Dinihanian to pay Defendant \$2.25 million
6	("Defendant's Claim") no later than January 6, 2019.
7	9.
8	The Judgment required Defendant's Claim to be secured by, among other collateral, a Trust
9	Deed, Security Agreement, Assignment of Leases and Rents, and Fixture Filing (the "Trust Deed"),
10	executed by Plaintiff, as grantor, encumbering real property commonly known as 15005 NW Cornell
11	Road, Beaverton, OR 97006." (the "Cornell Property").
12	10.
13	Plaintiff was not a party to the Divorce Proceedings or the Judgment. Plaintiff did not stipulat
14	to the Judgment.
15	11.
16	Dinihanian caused Plaintiff to execute the Trust Deed on or about February 1, 2016 and to
17	thereafter deliver it to Defendant.
18	12.
19	Defendant caused the Trust Deed to be recorded, creating a security interest in the Cornell
20	Property (the "Transfer"), on February 8, 2016, as Recording No. 2016-008669, in the records of
21	Washington County, Oregon.
22	13.
23	Plaintiff received no consideration in exchange for the Transfer.
24	14.
25	Plaintiff was not indebted to Defendant prior to the conclusion of the Divorce Proceedings.
26	
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1	15.	
2	At the time of the Transfer, Plaintiff's sole or primary asset was and continues to be its interest in	
3	the Cornell Property.	
4	16.	
5	At the time of the Transfer, Plaintiff generated no revenue, through its interest in the Cornell	
6	Property or otherwise.	
7	17.	
8	Since the Transfer, Plaintiff has made repeated efforts, without success, to borrow against its	
9	interest in the Cornell Property to pay its debts as they come due, including Defendant's Claim.	
10		
11	CLAIM FOR RELIEF (Avoidance)	
12	18.	
13	Plaintiff re-alleges paragraphs 1-17 above.	
14	19.	
15	Under 11 U.S.C. § 544(b) and 550, Plaintiff, with the powers of a trustee pursuant to 11 U.S.C.	
16	§ 1107(a), may avoid a transfer of an interest in property of a debtor from a transferee that is avoidable	
17	under applicable non-bankruptcy law.	
18	20.	
19	Plaintiff made the Transfer to Plaintiff within four (4) years of the commencement of this	
20	adversary proceeding. Oregon Revised Statutes ("ORS") 95.280(2). Plaintiff executed the Trust Deed	
21	on or about February 1, 2016, and Defendant caused the Trust Deed to be recorded on February 8, 2016.	
22	21.	
23	Plaintiff did not receive reasonably equivalent value in exchange for the Transfer. ORS	
24	95.230(1)(b), ORS 240(1).	
25		
26		
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1		22.	
2	Plaintiff received no value in	exchange for the Transfer.	
3		23.	
4	At the time it was made, (a) P	laintiff was insolvent, or (b) the Transfer caused, or Plaintiff should	
5	have believed the Transfer would cause, Plaintiff to become insolvent by incurring debts beyond its		
6	ability to pay its debts as they became due. ORS 95.210(2), ORS 95.230(1)(b)(B), ORS 240(1).		
7		24.	
8	Plaintiff became unable to pay its debts as they became due.		
9		25.	
10	Pursuant to ORS 95.230, 95.240 and 95.260, applicable to this proceeding through 11 U.S.C.		
11	§§ 544(b) and 550, the Transfer is av	oidable.	
12	PRAYER FOR RELIEF		
13	WHEREFORE, Plaintiff prays for relief as follows:		
14	A. Entry of judgment avo	oiding the security interest created by the filing of the Trust Deed;	
15	and		
16	B. Such further and equit	able relief as the Court deems just and equitable.	
17			
18	Dated: September 20, 2019	PERKINS COIE LLP	
19		By: /s/ Douglas R. Pahl	
20		Douglas R. Pahl, OSB No. 950476 DPahl@perkinscoie.com	
21		PERKINS COIE LLP 1120 N.W. Couch Street, Tenth Floor	
22		Portland, OR 97209-4128 Telephone: 503.727.2000	
23		Facsimile: 503.727.2222	
24		Counsel for Plaintiff 15005 NW Cornell LLC	
25			
26			
		Perkins Coie LLP	

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